



## Service Agreement

This scope of work agreement is between **Yonkers Public Schools**, One Larkin Center, Yonkers, NY 10701 (the "School") and **Altaris Consulting Group, LLC**, 2051 Baldwin Road, Suite 111, Yorktown Heights, NY 10598 (the "Consultant").

### **I. Situational Analysis**

The School seeks to evaluate and strengthen the safety and security of its facilities, the viability of emergency plans and the overall level of emergency preparedness and management in the School. The School takes emergency preparedness very seriously and wishes to take proactive steps to ensure the safety of the entire school population.

### **II. Objectives**

The School is in the business of K-12 education and wishes to engage the Consultant to accomplish the following project objectives:

- Reinforcement of the School's current strengths and best practices while uncovering critical infrastructure hazards, loopholes, and vulnerabilities within each of the School's facilities.
- Reducing liability by identifying "foreseeable danger that the School may be held liable for failing to take reasonable steps to mitigate."
- Assessing the current viability of emergency plans, policies, procedures, and response teams.
- Identification of safety and security capital improvements and equipment.
- Development of emergency plans, which are simpler, reflect current emergency management best practices and are invaluable tools for managing virtually any incident.
- Development of necessary preparedness items to support prevention, response and recovery protocols and procedures.
- Development and training of the necessary Emergency Response and Safety Teams.
- Developing strong integration and collaboration with community partners.

### **III. Measures of Success and Value to the School**

The value to the School will include:

- Establishing "buy-in" that will ensure that any necessary changes are embraced by School personnel and expedite the project's success.
- Reinforcement of the School's current strong points and best practices will establish what the School has been doing correctly while demonstrating the administration's continuing commitment to ensuring the safety of the school population.
- Critical infrastructure hazards, loopholes, and vulnerabilities can be mitigated, reducing the risk of damage, injury or worse.
- Prioritization of prevention and mitigation measures will enable the school to immediately implement low and no cost measures while developing long-range financial plans for larger projects.
- Emergency Response Teams are developed, trained, and exhibit a high level of confidence and proficiency managing incidents during tabletop and full-scale drills.
- Strong relationships with community partners assuring an effective response and complete understanding of one another's responsibilities and capacities.
- School administration will possess the confidence and credibility that every preparatory measure has been taken to limit damage/injury and ensure a successful response in the event of a crisis.



**IV. Methodology/Intervention Options**

Service Description	Level 1	Level 2	Level 3	Level 4
<b>Safety and Security Assessments</b> <ul style="list-style-type: none"> <li>Including but not limited to all school facilities (building and grounds), emergency plans, community hazards, before and after-school program safety and security, equipment, procedures, and transportation systems.</li> </ul>	●	●	●	●
<b>Training –Emergency Management for Administrators</b> <ul style="list-style-type: none"> <li>One 3-hour program designed for administrators covering emergency response procedures, emergency planning, policies and procedures, continuity of operations, parent reunification and other topics</li> </ul>		●	●	●
<b>Training –Emergency Response for School Teams</b> <ul style="list-style-type: none"> <li>3-hour workshops delivered to each building-level emergency team covering response procedures and necessary building-level planning steps</li> </ul>		●	●	●
<b>Tabletop Exercise Training – District/School Teams</b> <ul style="list-style-type: none"> <li>2-hour follow-up workshops delivered to each building-level emergency response and district team</li> <li>Realistic tabletop exercise scenario-based training built around each school building and district office</li> </ul>		●	●	●
<b>Emergency Planning</b> <ul style="list-style-type: none"> <li>Review/revision of all school and district <b>Emergency Plans</b> to ensure effectiveness and state compliance</li> <li>Continuous management of state compliance items including drills, training, and other required items</li> <li>Over 100 individual planning steps at each building</li> </ul>			●	●
<b>Team Meetings – Building/District Emergency Teams</b> <ul style="list-style-type: none"> <li>Availability of 1-hr virtual meetings with each team</li> <li>Guide teams with emergency planning steps</li> <li>Short tabletop exercises</li> <li>Address safety and security issues</li> </ul>			●	●
<b>Unlimited 24/7 Consulting Support</b> <ul style="list-style-type: none"> <li>Unlimited access to our team of consultants for the contract term via email, phone or videoconference</li> </ul>			●	●
<b>Dedicated On-site Coordinator</b> <ul style="list-style-type: none"> <li>Altaris will provide the district with an on-site coordinator to assist the district with safety, security and emergency management. Your coordinator will collaborate with Altaris consultants, district and building-level administrators and emergency response agencies.</li> </ul>				●
<b>Service Fee</b>	<b>N/A</b>	<b>N/A</b>	<b>\$195,000</b>	<i>See table</i>



**Table 1 – On-site Coordinator Options**

<b>Days Per Week</b>	<b>Annual</b>
<b>1 Day</b>	\$24,839
<b>2 Days</b>	\$49,678
<b>3 Days</b>	\$74,518
<b>4 Days</b>	\$99,357
<b>5 Days (FT)</b>	\$126,639

*The above fees are in addition to 80% of the level 3 service consulting fee (a 20% discount). Detailed coordinator roles and responsibilities may be found in our service brochure. Availability of a part-time coordinator is not guaranteed*

**V. On-site Coordinator Detail**

- Hours - 7AM-3PM or 8AM -4PM (may be modified as agreed by both parties)
- 200 on-site workdays (minimum of 10 days scheduled between July 1<sup>st</sup> and September 1st)
- Additional workdays may be added as agreed upon by parties for a pro-rated fee increase

**VI. Joint Accountabilities**

*Consultant Will:*

- Provide regular progress reports in writing or in person as requested
- Be promptly available during non-working hours, weekends and emergency situations as needed

*School Will:*

- Provide the coordination, administration, and scheduling support for data-gathering interviews, meetings, training, etc.
- Provide access to key personnel, documents and information, logistical support, meeting rooms, facilities, and administrative support, etc. as required to meet the project objectives

*Consultant and School Will Both:*

- Work together throughout the project to jointly determine whether some of the objectives and interventions require a greater emphasis than others and whether new needs arose that were unanticipated. In such a case, we would direct our efforts accordingly
- Return all calls and emails within 24 hours or sooner



## VII. Terms and Conditions

1. Contract Period: July 1, 2022 – June 30, 2023
2. Payment: 12 monthly installments beginning at contract execution.
3. Postponement of Service: This Agreement and the Services are non-cancelable and agreed-upon payment terms are due as described in Section VII.2., above. However, the School may postpone or delay any part of the work in progress without penalty for up to 90 days after the estimated completion date as set forth above.
4. Scope and Service Excellence.
  - a. Consultant represents that it will perform the Services in good faith and with due professional care. In the event Consultant fails to meet the agreed upon Service Objectives and does not meet these after School promptly notifies and provides Consultant a reasonable opportunity to correct the shortcoming, as School's sole and exclusive remedy, Consultant will refund all fees paid by School under this Agreement.
  - b. It is understood and agreed by School that Consultant's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the School. Consultant will not perform management functions or make management decisions for School. Consultant does not provide legal services and shall not be required to give any legal opinion or provide legal advice to School. School agrees that Consultant may use information furnished by or at the request or direction of School without any independent investigation or verification, and the Consultant shall be entitled to rely upon the accuracy and completeness of such information.
5. Limitation of Liability.
  - a. Notwithstanding any contrary provision in this Agreement or any addendum or amendment to this Agreement, School agrees that Consultant's total liability for any claims, liabilities, or expenses (including, without limitation, attorney fees or third party claims) in any way arising out of or relating to: (i) the Services and/or advice provided by Consultant; and/or (ii) School's use of any information or materials created by Consultant, shall not exceed an aggregate amount in excess of the fees paid by School to Consultant under this Agreement.
  - b. Further, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, SUFFERED BY THE SCHOOL OR ANY THIRD PARTY RESULTING FROM THE SERVICES AND/OR ADVICE PROVIDED HEREUNDER.



6. Indemnification. School agrees to indemnify, defend and hold harmless Consultant and Consultant's officers, employees and other agents ("Indemnitee(s)"), from and against any and all liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon any Indemnitee(s) in connection with any claims, suits, actions, demands, or judgments arising out of the Services provided by Consultant pursuant to this Agreement. School agrees not to settle any claim against any Indemnitee(s) with an admission of liability or fault by such Indemnitee without such Indemnitee(s) written consent.
7. Miscellaneous.
  - a. Entire Agreement/Amendment/Attachments. This Agreement and any attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. This Agreement may be amended only by a written instrument executed by both parties. Notwithstanding any provision to the contrary, the parties agree to the extent that terms or provisions in the main body of this Agreement conflict with the terms and provisions of any attachment, addendum, schedule or other referenced document, the terms and provisions of the main body of this Agreement will control.
  - b. Governing Law/Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws provisions. Only the federal or state courts located in Westchester County, New York shall have jurisdiction to hear any dispute under this Agreement. In the event that disputes or claims arise relating to this Agreement or the Services provided hereunder and are not resolved by mutual agreement of the parties, to facilitate judicial resolution and save time and expense of both parties, Consultant and School hereby irrevocably waive, to the fullest extent of the law, all rights to trial by jury in any action, proceeding or counterclaim relating to this Agreement or the Services hereunder, whether in contract, statute, tort or otherwise. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
  - c. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of this Agreement and its counterparts including facsimile or PDF signatures of the Parties.



d. The individuals signing this Agreement and the parties hereto represent and warrant that they have full and complete authority and authorization to execute and effect this Agreement and to take or cause to be taken all acts contemplated by this Agreement.

e.

**VIII. Acceptance**

Your signature below indicates the acceptance of the option checked and your agreement with all provisions and terms specified in this proposal.

We accept service level (please check):

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3  X  4 \_\_\_\_\_

For **Altaris Consulting Group, LLC.:**

For **Yonkers Public Schools:**

By: John LaPlaca 6/10/2022

By: \_\_\_\_\_

John LaPlaca  
CEO

Date

Name:  
Title:

Date